



**BOMBARDIER  
CAPITAL**

**Bombardier Capital Rail Inc.**  
6900 Wedgwood Road, Suite 120  
Maple Grove, MN 55311 United States  
Telephone 1 (612) 420-8000  
Fax 1 (612) 420-8003  
<http://www.capital.bombardier.com>

August 23, 1999

Surface Transportation Board  
Recording Department  
1925 K. Street NW, Suite 700  
Washington, D.C. 20423

RECORDATION NO. **22390** FILED

SEP 7 '99 2-30 PM

Dear Sir or Madam,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) originals of Memorandum of Railcar Lease Agreement dated as of December 30, 1998, a primary document as defined in the Board's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

Lessor: Bombardier Capital Rail Inc.  
(formerly called NorRail, Inc.)  
6900 Wedgwood Road, Suite 120  
Maple Grove, MN 55311  
Phone: 612-416-7205

Lessee: North American Corn Milling  
Division of Cargill, Incorporated  
P.O. Box 5662  
Minneapolis, MN 55440  
Phone: 612-742-2031

The enclosed Memorandum of Railcar Lease Agreement covers the fifty-four (54) 5650 Cu. Ft. Covered Hopper Railcars bearing reporting marks and numbers NRLX056150 through ~~NRLX056199~~ NRLX056203, inclusive.

Enclosed is our check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee. Kindly return one (1) stamped copy of the enclosed document to the undersigned. If you have any questions or require any further information in connection with this filing, please contact the undersigned at 612-416-7205.

Very truly yours,

  
Bradley C. Gunstad  
Vice President & General Counsel  
Enclosures

FORMS/STB.CARGIL

MEMORANDUM OF RAILCAR LEASE AGREEMENT

THIS MEMORANDUM OF RAILCAR LEASE AGREEMENT is made and entered into as of December 30, 1998 by and between NorRail, Inc., a Minnesota Corporation ("Lessor") and North American Corn Milling Division of Cargill, Incorporated, a MN Corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor various railcars pursuant to one or more Schedules to the Lease to be entered into by Lessor and Lessee from time to time, all as more particularly described in that certain Railcar Service and Lease Agreement No. 1797 dated 12/30/98, 1998 between Lessor and Lessee (hereinafter referred to as the "Lease").
2. Pursuant to Schedule No. 3 to the Lease, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor the fifty four (54) 5650 Cu. Ft. Pressure Differential Covered Hopper Railcars bearing the reporting marks and numbers indicated on Exhibit A hereto, all as more particularly described in the Lease.
3. The Lease shall be effective as of the execution date thereof and shall be subject to the term of the Lease, as provided therein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Railcar Lease Agreement to be executed as of the date first above written.

LESSOR: NorRail, Inc.

By: L. Lee Struble

**L. Lee Struble**  
Vice President-Sales

Its: \_\_\_\_\_

By: Bradley C. Gunstad

Its: \_\_\_\_\_

**Bradley C. Gunstad**  
Vice President & General Counsel

LESSEE: North American Corn Milling  
Division of Cargill, Incorporated

By: Roderick Arnold

Its: \_\_\_\_\_

By: Sam J. Kelly

Its: \_\_\_\_\_

**Rail Fleet Manager**

**Staff Logistics Mgr.**

RECORDATION NO. 22390

FILED

SEP 7 '99

2-30 PM

**EXHIBIT A**  
**To**  
**MEMORANDUM OF RAILCAR LEASE AGREEMENT**

1. NRLX056150
2. NRLX056151
3. NRLX056152
4. NRLX056153
5. NRLX056154
6. NRLX056155
7. NRLX056156
8. NRLX056157
9. NRLX056158
10. NRLX056159
11. NRLX056160
12. NRLX056161
13. NRLX056162
14. NRLX056163
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50. NRLX056199
51. NRLX056200
52. NRLX056201
53. NRLX056202
54. NRLX056203

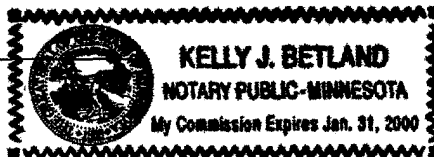
STATE OF MN, COUNTY OF Hennepin TO WIT:

On this 30<sup>th</sup> day of December, 1998 before me personally appeared, Roderick Arnold and James Kelly, to me personally known, who being by me duly sworn, says that they are the Rail Fleet Mgr. and Staff Logistics Mgr., respectively of North American Corn Milling Division of Cargill, Incorporated, a \_\_\_\_\_ Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Kelly J. Betland  
Notary Public

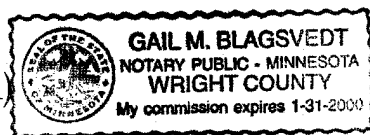
My commission expires:



STATE OF MINNESOTA, COUNTY OF WRIGHT TO WIT:

On this 30<sup>th</sup> day of December, 1998 before me personally appeared, L. Lee Stuble and Bradley C. Hurstad, to me personally known, who being by me duly sworn, says that they are the V.P. Sales and V.P. General Counsel, respectively of NorRail, Inc. a Minnesota Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)



Gail M. Blagsvedt  
Notary Public

My commission expires: 1-31-2000